

EXHIBIT 4

THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JOSEPH J. HESKETH III, on his behalf
and on behalf of other similarly situated
persons,

Plaintiff,

v.

TOTAL RENAL CARE, INC., on its own
behalf and on behalf of other similarly
situated persons,

Defendant.

No. 2:20-cv-01733-JLR

DEFENDANT TOTAL RENAL CARE,
INC.'S RESPONSES TO PLAINTIFF'S
FIRST SET OF REQUESTS FOR
PRODUCTION

PROPOUNDING PARTY:

PLAINTIFF JOSEPH HESKETH

RESPONDING PARTY:

DEFENDANT TOTAL RENAL CARE, INC.

RESPONSES TO PLAINTIFF'S FIRST SET
OF REQUESTS FOR PRODUCTION
(No. 2:20-cv-01733-JLR) -1

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1 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and this Court's Local
2 Rules of Civil Procedure, Defendant Total Renal Care, Inc. ("TRC") hereby provides its objections
3 and responses to Plaintiff's First Set of Requests for Production of Documents ("Discovery
4 Requests") as follows:

5 **GENERAL OBJECTIONS**

6 1. TRC objects to the Discovery Requests to the extent they request documents from
7 DaVita or other subsidiaries of DaVita. TRC responds only as to information and documents
8 within its possession, custody or control and does not respond to inquiries that require speculation
9 as to the practices, papers, or opinions of other entities.

10 2. TRC objects to Plaintiff's instructions and definitions to the extent they impose
11 burdens beyond those contemplated by the Federal Rules of Civil Procedure and the Western
12 District of Washington's Local Civil Rules.

13 3. TRC objects to Plaintiff's definitions to the extent they define any word more
14 broadly than, or inconsistently with, the plain and ordinary meaning of the word. All responses to
15 the Discovery Requests are based on the plain and ordinary meaning of the words used in the
16 Discovery Requests.

17 4. TRC objects to the Discovery Requests to the extent they call for information or
18 documents protected by the attorney-client privilege, work product doctrine, or any other
19 applicable privilege or protection.

20 5. No response to any Discovery Request, nor any part thereof, is intended as a
21 concession or admission by TRC of the relevance, materiality, or admissibility into evidence of
22 any response or document produced or referred to, and it will not be deemed as such. That TRC
23 responded to any Discovery Request or part thereof does not imply or admit that TRC accepts or
24 admits the existence of any facts stated in or assumed by any Discovery Request. TRC reserves
25 the right to object to further discovery regarding the same subject matter as any Discovery Request
26

1 and to object to the introduction into evidence any information or documents provided in response
2 to Discovery Requests.

3 6. Identification of any document or category of documents in response to a given
4 Discovery Request does not imply that other documents produced in discovery are not also
5 responsive to such Discovery Request.

6 7. A response that TRC will produce responsive documents is not an indication that
7 such documents exist, but only a representation that, subject to and limited by the objections
8 (specifically including all General Objections), non-privileged responsive documents will be made
9 available if they exist.

10 8. TRC objects to the Discovery Requests to the extent they call for information or
11 documents that are confidential, proprietary, or invade the legitimate privacy interests of third
12 parties.

13 9. TRC objects to the production of confidential documents without a protective order
14 in place. All confidential documents will be produced in a format agreed-upon by the parties and
15 outlined in a formal stipulated protective order when such an order is entered by the Court.

16 10. TRC's responses are based only on information and documents presently available
17 to TRC. TRC reserves the right to supplement or amend its responses and objections to the
18 Discovery Requests as appropriate as additional information or documents are obtained or
19 reviewed in connection with TRC's continuing investigation of this case. TRC also reserves the
20 right to use such information or documents in any hearing or proceeding.

21 11. TRC objects to the Discovery Requests and the definitions and instructions
22 contained therein to the extent they seek information not relevant to the claims or defenses in this
23 case or reasonably calculated to lead to the discovery of admissible evidence.

24 12. TRC objects to the Discovery Requests and the definitions and instructions
25 contained therein to the extent they are not tailored to the subject matter of this lawsuit and are so
26 overly broad as to be unduly burdensome or oppressive or harassing.

13. TRC objects to the Discovery Requests and the definitions and instructions contained therein to the extent they are not proportional to the needs of this case considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, and the parties' resources.

14. TRC objects to the Discovery Requests and the definitions and instructions contained therein to the extent they are disproportionate or premature prior to class certification.

15. TRC objects to the Discovery Requests and the definitions and instructions contained therein to the extent that each is vague, ambiguous, overly broad, unduly burdensome, unreasonably cumulative or duplicative, or seeks information that is more conveniently or less expensively obtained from another source.

16. Each of these General Objections, to the extent applicable, is incorporated into the responses below, and the recitation of additional specific objections or the failure specifically to reference these General Objections in the responses below should not be construed as a waiver of such objections.

Subject to and without waiving those General Objections, TRC makes the following specific objections and provides the following responses to each of Plaintiff's Discovery Requests:

DOCUMENT REQUESTS

REQUEST FOR PRODUCTION NO.1:

Produce all **Documents** referred in your answers to Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

TRC is producing all documents identified in its responses to Plaintiff's First Set of Interrogatories. *See, e.g.*, TRC 000001-0148; TRC 000155-302. Discovery is ongoing and TRC reserves the right to supplement this response as necessary.

1 **REQUEST FOR PRODUCTION NO. 2:**

2 Produce all **Documents** (including, but not limited to, correspondence, notes,
3 memoranda, and journal entries) concerning any affirmative defense raised by you concerning
4 the certification of the plaintiff class or the defendant class.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

6 Subject to its objections, after a diligent inquiry, TRC has identified and will produce
7 documents responsive to this Request for Production. *See, e.g.*, TRC 000001-302; TRC 000313-
8 315. Discovery is ongoing and TRC reserves the right to supplement this response as necessary.

9 Notwithstanding this response, TRC objects to this Request on the ground that it is vague
10 and ambiguous, overbroad, unduly burdensome, oppressive, and harassing in that it seeks every
11 document concerning TRC's class certification defense prior to the filing of Plaintiff's motion
12 for certification.

13
14 **REQUEST FOR PRODUCTION NO. 3:**

15 Produce all **Documents** (including, but not limited to, correspondence, notes,
16 agreements, memoranda) concerning why or how you distribute the **DaVita Employee**
17 **Handbook** to your employees.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

19 Subject to its objections, TRC has identified and will produce certain documents
20 responsive to this Request for Production related to *how* the Employee Handbook (titled
21 "Teammate Policies") is distributed to employees. *See, e.g.*, TRC 000313-315. Further, the
22 Teammate Policies, produced at TRC 000001-148 and TRC 000155-302, speaks for itself.
23 Discovery is ongoing and TRC reserves the right to supplement this response as necessary.

24 Notwithstanding this response, TRC objects to this Request, particularly the portion
25 seeking documents concerning "why" TRC distributes the Teammate Policies, on the ground that
26 it is vague and ambiguous, overbroad, unduly burdensome, oppressive, and harassing.

1 **REQUEST FOR PRODUCTION NO. 4:**

2 Produce all Documents (including, but not limited to, correspondence, notes, agreements,
3 memoranda, licensing agreements) concerning why and what authority do you include the
4 DaVita Logo on the paychecks issued to your employees or any other documents used or
5 distributed by you internally, to your employees, any government agency or the public.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

7 Please see response to Interrogatory No. 4. Subject to its objections, TRC will conduct a
8 reasonable search for documentation that, as is indicated in TRC's Answer, TRC is a wholly-
9 owned subsidiary of DaVita. Discovery is ongoing and TRC reserves the right to supplement
10 this response as necessary.

11 Notwithstanding the above response, TRC objects to this Request on the ground that it is
12 vague and ambiguous, overbroad, unduly burdensome, oppressive, and harassing. TRC also
13 objects to this Request on the ground that it seeks documents which are irrelevant and is not
14 reasonably calculated to lead to the discovery of admissible evidence. TRC further objects to this
15 Request on the ground that it fails to describe the documents sought with reasonable particularity
16 as required by the Federal Rules.

17
18 **REQUEST FOR PRODUCTION NO. 5:**

19 Produce all **Documents** that identifies each entity that is included or participates in
20 "DaVita's intranet, VillageWeb".

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

22 Subject to its objections, after a diligent inquiry, TRC has not identified any documents
23 currently in its possession, custody, or control that are responsive to this Request. Discovery is
24 ongoing and TRC reserves the right to supplement this response as necessary.

25 Notwithstanding the above response, TRC objects to this Request to the extent it seeks
26 documents and information outside TRC's possession, custody or control.

1
2 **REQUEST FOR PRODUCTION NO. 6:**

3 Produce all **Documents** concerning your participation or access to the **DaVita's intranet,**
4 **Village Web.**

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

6 Please see response to Interrogatory No. 6. Subject to its objections, after a diligent
7 inquiry, TRC has not identified any documents currently in its possession, custody, or control
8 that are responsive to this Request. Discovery is ongoing and TRC reserves the right to
9 supplement this response as necessary.

10 Notwithstanding this response, to the extent this Request seeks information as to the
11 technical architecture of DaVita's intranet, TRC objects to this Request on the ground that it
12 seeks confidential or proprietary information. TRC also objects to this Request on the ground
13 that it seeks documents which are irrelevant and is not reasonably calculated to lead to the
14 discovery of admissible evidence, and on that basis, is unduly burdensome, oppressive, and
15 harassing. TRC further objects to this Request on the ground that it fails to describe the
16 documents sought with reasonable particularity as required by the Federal Rules. TRC also
17 objects to this Request on the ground that it is vague and ambiguous as to the phrase "concerning
18 your participation or access."
19

20 **REQUEST FOR PRODUCTION NO. 7:**

21 Produce all non-privileged communications between you and any third party concerning
22 your distribution and use of any documents, trademarks, intranet, internet, url or website that is
23 owned or controlled by DaVita or DaVita HealthCare Partners, Inc, this includes but is not
24 limited to the **DaVita Employee Handbook, DaVita Logo, Da Vita's intranet, Village Web,**
25 **www.davita.com** or any other system, policy or procedures.
26

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

2 TRC objects to this Request on the grounds it is overbroad, unduly burdensome, and not
3 reasonably calculated to lead to the discovery of relevant evidence in this case, as it seeks “all”
4 communications with “any third party” related to *any* DaVita “system, policy or procedure”—
5 without regard to the subject matter. TRC further objects to this Request on the ground that it
6 fails to describe the documents sought with reasonable particularity as required by the Federal
7 Rules. TRC also objects to this Request on the ground that it is vague and ambiguous as phrased.
8

9 **REQUEST FOR PRODUCTION NO. 8:**

10 Produce all **Documents** relating to your term “DaVita Community” in ¶ 2 of your
11 Answer to the Amended Complaint (dkt. 20).

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

13 The Answer to the Amended Complaint does not contain the capitalized term “DaVita
14 Community.” Rather, in the context of describing the village concept, the Answer to the
15 Amended Complaint references the “DaVita community,” which, as described in the response to
16 Interrogatory No. 8, is simply all DaVita employees.

17 Subject to its objections, after a diligent inquiry, TRC has not identified any documents
18 currently in its possession, custody, or control that are responsive to this Request for Production.
19 Discovery is ongoing and TRC reserves the right to supplement this response as necessary.

20 Notwithstanding this response, TRC objects to this request as overbroad, unduly
21 burdensome, and not reasonably calculated to lead to the discovery of relevant evidence in this
22 case. TRC further objects to this Request on the ground that it fails to describe the documents
23 sought with reasonable particularity as required by the Federal Rules.
24
25
26

1 **REQUEST FOR PRODUCTION NO. 9:**

2 Produce any documents upon which you reviewed, relied or consulted in connection with
3 your answer to the Amended Complaint, including but not limited to “DaVita’s current records”
4 that you identify in ¶ 2, the internal communications that include the slogan “We Said, We Did”
5 identified in ¶ 5, the policies identified in ¶ 15, the communication identified in ¶ 23 and any
6 documents upon which you rely for the affirmatives defenses asserted in your answer.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

8 Subject to its objections, TRC has identified and will produce documents responsive to
9 this Request. *See, e.g.*, TRC 000001-315. Discovery is ongoing and TRC reserves the right to
10 supplement this response as necessary.

11 Notwithstanding this response, TRC objects to this Request, specifically the request for
12 “any” internal communications that include the slogan “We Said, We Did,” without any
13 limitation based on context or content, as overbroad, unduly burdensome, and not reasonably
14 calculated to lead to the discovery of relevant evidence in this case. TRC further objects to this
15 Request to the extent it seeks documents protected by attorney-client privilege, work product
16 doctrine, or any other applicable protection.

17
18 **REQUEST FOR PRODUCTION NO. 10:**

19 Produce any electronic records regarding any analytics concerning employees use of the
20 **DaVita’s intranet, VillageWeb or the “Star Learning” system** referenced on Page 14 of Doc.
21 12, including but not limited to any specific analytics for the time duration of the visits by any
22 employee concerning the January 2020 “Disaster Relief Policy” on the “Teammate Policies”
23 handbook’s “Teammate Acknowledgement Page” as discussed in ¶ 15 of your answer to the
24 Amended Complaint.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

2 Subject to its objections, after a diligent inquiry, TRC has not identified any documents
3 currently in its possession, custody, or control that are responsive to this Request. Discovery is
4 ongoing and TRC reserves the right to supplement this response as necessary.

5 TRC objects to this Request on the grounds it is overbroad, unduly burdensome, and not
6 reasonably calculated to lead to the discovery of relevant evidence in this case. TRC further
7 objects to this Request on the ground that it fails to describe the documents sought with
8 reasonable particularity as required by the Federal Rules. TRC also objects to this Request on the
9 ground that it is vague and ambiguous as phrased, particularly the reference to “Doc. 12” and
10 “specific analytics.” TRC also objects to this Request to the extent it seeks confidential or
11 proprietary information.

12
13 DATED: February 18, 2021

By: s/ Chelsea Dwyer Petersen

By: s/ Heather L. Shook

By: s/ Margo Jasukaitis

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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on February 18, 2021, I caused to be served upon counsel of record, at the address stated below, via the method of service indicated, a true and correct copy of the foregoing document.

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DATED this 18th day of February 2021 in Seattle, Washington.

s/ Margo Jasukaitis

Margo Jasukaitis, WSBA No. 57045

Teammate Policies

Effective January 1, 2020





SECTION 4

Pay Practices



**“Hold yourself responsible
for a higher standard than
anybody else expects of you;
never excuse yourself.”**

— Henry Ward Beecher

Section 4

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4.1 Paydays and Paychecks

Teammates are paid every two weeks, or every other Friday, unless otherwise required by state law. Pay periods close at 11:59 p.m. local time on the Saturday prior to the Friday pay date.

For convenience and timeliness, DaVita strongly encourages teammates to have their paycheck directly deposited each payday. Paychecks will not be delivered to anyone other than the teammate without the teammate's prior written consent and without proper identification.

PAYROLL DEDUCTIONS

Deductions will be withheld from the teammate's paycheck as required by law, such as federal and state taxes and a teammate's portion of Social Security contributions. Teammates may also choose to make contributions to DaVita-sponsored programs, such as 401(k), Stock Purchase Plan, DaVita Village Network, and for health and welfare benefits.

Any deductions will be itemized on the teammate's pay statement. Each teammate should review their pay statement in Workday carefully each payday. If, at any time, teammates have any questions about the amounts shown on their pay statement or how pay and deductions are calculated, they should contact their supervisor or the Payroll Service Center.

Federal income tax withholding is based on the election information submitted in the Form W-4 section of Workday. If teammates do not make an election prior to their first paycheck, their withholding will be based on the filing status of single and wage amounts. Each teammate is responsible for the accuracy of their filing

status and for updating the information when necessary.

EXAMPLES

The following are pay period examples, including the impact of holidays:

- **Pay Periods:** For the pay period from Sunday, July 2, through Saturday, July 15, teammates will receive their biweekly paycheck on Friday, July 21.
- **Impact of Holiday to Pay Period:** If December 25 falls on a Friday and is a scheduled payday and company holiday, teammates will receive their paycheck on Thursday, December 24.

If a teammate is mistakenly overpaid, DaVita will deduct the mistaken overpayment from future wages, unless prohibited by state law.

4.2 Time Reporting for Non-Exempt Teammates

Non-exempt teammates are those who are entitled to receive additional compensation for working overtime hours (see the Overtime Pay policy for more information). We require non-exempt teammates to report all time worked by clocking in and out in the timekeeping system. If a teammate does not have access to the timekeeping system, the teammate must promptly report their time stamps to a supervisor by completing the [Time Card Change Request Form](#).

Non-exempt teammates must clock in when they start work and clock out at the end of their workday, and they must clock out for all unpaid time (such as unpaid meal periods). Teammates who leave the premises during their scheduled shift for non-business-

related reasons must first clock out and then clock back in when they return to work. If teammates are traveling to another DaVita facility for work-related reasons, they will be compensated for their travel time.

Teammates should be clocked in whenever they are performing work, even if it is not during their scheduled shift. Any work performed after a scheduled shift, or during subject-to-call duty, must be reported by using in and out time stamps in the timekeeping system. Hours worked must never be recorded as lump-sum hours, and must always be time stamped in and out.

Teammates are responsible for clocking in and out, and for ensuring the accuracy and completeness of their time record. If a teammate discovers a mistake, the error should be reported promptly in writing to his or her supervisor. The supervisor will review, make necessary corrections, and approve the teammate's time record before it is processed by Payroll.

Clocking in or out for another teammate, asking another teammate to clock in or out on your behalf, entering false information into the timekeeping system, or any other falsification of time records violates DaVita policy and is cause for corrective action, up to and including termination of employment.

Teammates are not permitted to edit their own time records. Any edits required to a time record must be promptly reported to a supervisor by completing the [Time Card Change Request Form](#).

Supervisors will instruct teammates, in more detail, on the use of the timekeeping system.

4.3 Overtime Pay

Non-exempt teammates may be required to work overtime, depending on patient or business needs, consistent with state laws (see [Teammate Classifications policy](#)).

Non-exempt teammates will be paid one-and-one-half times their regular rate of pay for hours worked in excess of 40 in any workweek. The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on the following Saturday night. Absences (with or without pay) will not count as hours worked in computing overtime pay.

In certain locations, state or local regulations or other contractual agreements may supersede this policy and require overtime to be paid differently.

All overtime must be authorized in advance by the teammate's supervisor. If teammates work unauthorized overtime, they will be subject to disciplinary action, up to and including termination of employment.

4.4 Holiday Premium Pay

DaVita provides holiday premium pay for [non-exempt teammates](#) who work on the following holidays (substitution of holidays is not allowed):

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day



Note: In section 6.1, Paid Time Off, the day after Thanksgiving is listed as one of DaVita's seven designated holidays for PTO purposes. However, although this day is PTO eligible, it is not eligible for premium pay.

Holiday premium pay will be a minimum of one-and-one-half times the teammate's hourly rate of pay for eligible hours worked. Any hours worked will count for the purposes of calculating daily or weekly overtime, and will be paid in compliance with state and federal laws.

If a teammate works less than their scheduled hours on a holiday, they must use PTO for the remainder of their scheduled shift.

4.5 Hours of Work (Teammates Outside California)

NOTE: California teammates, please reference the [California section](#) for further guidance.

DaVita facilities vary in their hours of operation. As a result, teammates may be required to work holidays, weekends, evenings or night shifts. Additionally, factors such as workload and patient needs may require variations in work schedules, job assignments and the number of hours worked. Supervisors may modify individual work schedules to meet patient care needs, business needs, teammates' workloads and other operational requirements. A teammate's scheduling preferences will be considered, when possible, and are subject to facility or business needs. Teammates may not exchange shifts or work hours without prior supervisory approval. Supervisors will notify teammates as far in advance as possible of changes in their assigned hours and days of work.

At DaVita, a workday and workweek are typically defined as follows:

- **Workday:** The workday begins at 12:00 a.m. and ends at 11:59 p.m. the same day.
- **Workweek:** The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on the following Saturday night.

Teammates must receive permission from their supervisor if they need to leave DaVita premises or other assigned work locations during working hours (other than for meal periods). Non-exempt teammates must clock out if the reason for leaving is not job-related. Teammates must remain on the clock for rest breaks. Teammates may be asked to remain on the premises during meal and other break times. If a teammate is required to work during a meal period, he or she will be paid during this time.

NO OFF-THE-CLOCK WORK

Non-exempt teammates are prohibited from engaging in work duties or otherwise conducting DaVita's business outside of their normal work hours, including making or receiving cell phone calls or sending, replying to, or reviewing emails, unless authorized by their supervisor. If it is necessary and approved by a supervisor for a teammate to work during normal off-duty hours, the teammate must ensure that he or she accurately records all time spent on work-related activities, including off-duty cell phone and email use.

Non-exempt teammates who conduct DaVita business outside their normal work hours without their supervisor's prior approval will be paid for all time worked. However, they may

be subject to discipline, up to and including termination of employment.

OVERTIME

Non-exempt teammates (see the [Teammate Classifications policy](#)) are paid overtime at one-and-one-half times their regular rate of pay for hours worked in excess of 40 in any workweek. Where state or local wage and hour laws differ from these policies, DaVita complies with state law to the extent those laws are more beneficial to our teammates.

BUSINESS TRAVEL

Teammates may be required to travel as part of their job. Time spent traveling may be considered work time (which is paid time), depending on the situation and location, and as defined by federal and state law. For specific information, teammates may refer to the following examples.

TYPES OF BUSINESS TRAVEL

Depending on the type of travel, travel time can be compensable or non-compensable for non-exempt teammates.

- Travel Within A Day's Work:** Time spent by a teammate traveling within a day's work as part of the teammate's job, such as travel from one clinic to another clinic during the workday, is paid time. Travel pay is due if a teammate is floating from facility to facility during the workday. If a teammate has to travel an unusually long distance to get to a worksite after returning home from a day's work, that travel time is counted as hours worked. In addition, all time spent by a teammate in travel away from home with a return to home in the same day is paid time less normal commuting time.
- Travel Away From Home:** Time spent traveling away from home, including an overnight stay, is time worked when the travel occurs during the teammate's regular work hours (even if it is on a day the teammate was not scheduled to work). Such time is considered hours worked





not only on regular working days during normal working time, but also during the corresponding hours of otherwise nonworking days. Time spent taking a break from travel in order to eat a meal, sleep or engage in purely personal pursuits when not connected with traveling or making necessary travel connections is not time worked. Examples of non-work time would include free time after checking into a hotel or spending an extra day in a city before the start or following the conclusion of a conference for personal reasons.

- **Work During Travel:** If a teammate performs work while traveling (e.g., handling email correspondence on an airplane), the time worked is compensable even when performed outside the workday.
- **Customary Travel:** Time spent in “ordinary” home-to-work travel, where teammates commute from home to work before their regular workday and return to home from work at the end of the workday, does not count as work time and is not compensable. However, if a teammate accepts or is assigned a shift at a facility other than their home facility, travel time is paid over and above the teammate’s usual commute.

4.6 Rest Breaks and Meal Periods (Non-Exempt Teammates Outside California)

NOTE: California teammates, please reference the [California section](#) for further guidance.

Rest breaks and meal periods are intended to provide non-exempt teammates with an opportunity for rest and relaxation. Non-exempt teammates should not perform work during rest breaks or meal periods, and they

should enjoy these rest breaks and meal periods away from work areas. When rest breaks or meal periods are over, teammates should resume their duties promptly.

REST BREAKS

Except as otherwise provided by law, non-exempt teammates are provided with a paid, off-duty 10-minute rest break for every four hours worked or major fraction thereof. Some facilities may have scheduled rest breaks or may authorize more than 10 minutes for rest breaks. Teammates must not clock out or in for rest breaks, and should take the rest break in the middle of each four-hour work period when possible. Teammates may not combine a rest break with another rest break or with a meal period, and may not take a rest break at the beginning or end of a shift. If teammates are unable to take a rest break due to work, they should notify their supervisor.

Teammates should remain on or around the work premises during rest breaks. Teammates who take rest breaks beyond what is permitted by the schedule or authorized by their manager may be subject to disciplinary action.

Hours of Work	# of Rest Breaks
Less than 3 hours	0
3 hours – 4 hours	1
Over 4 hours – 8 hours	2
Over 8 hours – 12 hours	3
Over 12 hours – 16 hours	4

MEAL PERIODS

Supervisors will make every effort to ensure that non-exempt teammates are provided with regular meal periods during which teammates are relieved of all work, except as otherwise provided by law. If these teammates work

six or more hours during a shift, they will be provided with one 30-minute off-duty unpaid meal period before the end of the fifth hour of work. Non-exempt teammates are required to punch out on the time clock when they leave for meal periods and punch back in when they return. However, if it is necessary for a non-exempt teammate to work during a meal period, or if he or she is not relieved of all work during a meal period, then the meal period is considered time worked, and the teammate must remain punched into the time clock and will be compensated accordingly.

Hours of Work	# of 30-Minute Unpaid Meal Periods
Less than 5	0
5 - less than 10	1
10 - less than 15	2
15 - less than 20	3

Certain teammates may be expected to remain on the premises as needed for patient safety, or for regulatory or other business reasons. If teammates are required to remain on the premises, they will be compensated for their time.

4.7 Expense and Reimbursement

It is DaVita's policy to reimburse teammates for all reasonable and necessary expenses incurred in performing their jobs, in accordance with federal and state law. DaVita has separate policies on Travel and Entertainment expenses, as well as Mobile Devices. Both of these policies can be found [here](#). Please refer to these policies for more specific guidelines on expense reimbursement.

Teammates should contact their supervisor or [Teammate Support & Connections](#) if

they have any questions or concerns about expense reimbursement.

4.8 Facility Closures

EMERGENCY

We know that there may be situations (for example, an emergency or inclement weather) that require the closing of a facility. In the event that a facility closes, the following pay options will apply:

- If a facility does not open, exempt teammates scheduled to work for that day are required to perform work from another location, including their homes if possible. If an exempt teammate does not work during a facility closure day, they will be required to take a full day of PTO.
- If a facility does not open, scheduled non-exempt teammates will be paid at their base hourly rate for their scheduled hours for the day unless they work additional hours during the workweek based on business need. If additional hours are worked in the workweek, then the teammate may become eligible for overtime compensation, as required by federal or state law. Facility closure pay is intended to keep teammates whole during their workweek.
- If a facility closes early, teammates will be notified promptly of the approved closing time. Non-exempt teammates who leave at that approved closing time will be paid their base hourly rate of pay for their regularly scheduled hours, unless federal or state law provides otherwise. Any non-exempt teammate who leaves work before the approved time will be paid only for the time actually worked, in which case, it is the



teammate's option to use PTO or to receive no pay for the hours not worked.

- Because we care about our teammates' safety, we recommend that a teammate work with his or her supervisor to determine if it makes the most sense for a teammate to leave before the approved closing time. The teammate's supervisor has the sole discretion to decide whether to pay a teammate who leaves earlier than the approved closing time for his or her regularly scheduled hours.
- If DaVita anticipates a facility closure, it may adjust teammates' schedules in advance to ensure business needs are met. Managers have discretion to provide additional compensation to non-exempt teammates who work during a facility closure.

EARLY CLOSURE DUE TO HOLIDAY

In our Neighborhoods, there are also times that we may close our offices early on the workday preceding a recognized holiday. In this case—subject to approval by the manager—non-exempt teammates may work their scheduled time, adjust their schedule during that workweek, use PTO or take time off without pay, unless federal or state law provides otherwise.

This Facility Closures Policy does not apply when the Disaster Relief Policy is in effect.

4.9 Breaks for Nursing Mothers

Teammates who are nursing mothers may take reasonable breaks to express milk for a nursing child up to one year after the child's birth. In Colorado, the teammate may take such breaks up to two years after the child's birth; in Maine

and Vermont, up to three years after the child's birth; and in California, there is no time limit. Such breaks may occur each time the teammate must express milk.

The teammate shall be provided with a private functional space to express milk. Please note that a bathroom is not an appropriate location. A functional space is usually large enough for a chair and a flat surface for the mother's breast pump. Flexible and temporary options, such as allowing the teammate to use an office or screening off a small area, often work well. DaVita may partner with another business to share lactation space for nursing mothers. Some states or cities may have more specific laws on location.

In addition to the breaks afforded to all teammates under the Rest Break policy, nursing mothers will be allowed to take an additional 20 minutes of paid break time (per shift) to express milk. If additional break time is needed, teammates must clock out unless state law requires otherwise. In addition, the teammate must comply with all work rules before taking a break and DaVita may deny the break if the request is unreasonable.

DaVita will not discriminate against any nursing mother taking reasonable breaks to express milk for her child and will comply with all applicable federal, state and local laws regarding nursing mothers.

4.10 Subject-to-Call

DaVita clinical non-exempt teammates may be scheduled as "subject-to-call." In this status, a teammate is available by phone to provide assistance or report to work if the need arises; however, the teammate's time is not

compensable as he or she is generally free to pursue personal activities.

record such time via time stamps in the timekeeping system.

REQUIREMENTS OF ASSIGNMENT

- Teammates will be physically and mentally fit for duty in accordance with their respective professional licenses.
- Teammates designated as subject-to-call have the ability to trade assignments, with the approval of their supervisor.
- Teammates shall refrain from drinking alcohol or the use of drugs that are illegal under federal law.
- Teammates shall be reachable, but they have no geographic restriction on location during the subject-to-call period.
- Teammates need to be able to respond to the incoming call within 15 minutes of receiving the call; however, this is not the time frame in which the teammate needs to report to their assignment.
- Teammates must provide contact information where they are reachable, but this can be a cell phone or another mobile device.

COMPENSATION

- Although not legally obligated to do so, DaVita may choose to provide these subject-to-call teammates with a lump-sum payment for taking on this responsibility. When a lump-sum payment is provided, it will be a flat-rate payment—not an hourly rate—and may differ depending on the day of the week and market/location.
- Any work and/or phone call in which the teammate participates while in a subject-to-call status is compensable in accordance with state law, and the teammate shall

4.11 Pay Transparency

DaVita will not discharge or in any other manner discriminate against teammates or applicants because they have inquired about, discussed or disclosed their own pay or the pay of another teammate or applicant. However, teammates who have access to the compensation information of other teammates or applicants as a part of their essential job functions cannot disclose the pay of other teammates or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (1) in response to a formal complaint or charge, (2) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by DaVita, or (3) consistent with DaVita's legal duty to furnish information.

4.12 Disaster Relief Policy

The Disaster Relief Policy provides for pay continuance during an emergency time frame when a declared emergency or natural disaster prevents teammates from performing their regular duties. A declared emergency or natural disaster shall be proclaimed by either the President of the United States, a state Governor or other elected official, or if local leadership (DVP/Palmer) deems it appropriate. In the event of a state or federally declared natural disaster, this policy provides information relative to pay practices, work schedules, and facility or business office coverage. This policy supersedes and replaces any past practice or policy relating to pay practices, work schedules, and facility coverage.



SECTION 4: Pay Practices

in the event of a declared emergency or natural disaster.

The language used in this policy is not intended to constitute a contract of employment, either express or implied, to give teammates any additional rights to continued employment, pay or benefits, or to otherwise change DaVita's policy of at-will employment.

EMERGENCY TIME FRAME

The emergency time frame (and affected facility or business office) will be identified on a case-by-case basis by local leadership (DVP, GVP and PSD) and the Disaster Governance Council, dependent on the severity of the disaster and location.

PAY PRACTICE FOR NON-EXEMPT TEAMMATES

If a facility or business office is closed due to a declared emergency or natural disaster as defined above, non-exempt teammates will be paid for their regularly scheduled hours at their base rate of pay during the designated emergency time frame.

If a facility or business office opens late or closes early due to a declared emergency or natural disaster as defined above, teammates will be notified promptly of the approved opening or closing time. Non-exempt teammates who arrive or leave at that approved opening or closing time will be paid their hourly rate of pay for their regularly scheduled hours, unless state law provides otherwise. Any non-exempt teammate who arrives at work after the approved opening time or leaves work before the approved closing time will be paid only for the time actually worked, in which case, the teammate

should utilize PTO in accordance with the regular PTO Policy.

If a designated facility or business office is open during the emergency time frame, teammates who report to their location and work their scheduled hours will be paid premium pay for all hours worked. Unless state law requires otherwise, premium pay will be one-and-one-half (1.5) times the teammate's base rate of pay.

Non-exempt traveling teammates, as part of the Disaster Volunteer Group, who provide shift coverage at sites assigned by local Leadership will be paid a 50 percent premium for all compensable straight time hours, including travel time.

If a designated facility or business office is open during the emergency time frame and teammates are unable to work, teammates should utilize PTO in accordance with the PTO policy.

Non-exempt teammates who are unable to report to their facility or business office should not perform any work remotely unless approved by a supervisor. If any work is done remotely, teammates must report time worked via time stamps in the timekeeping system and will be paid accordingly.





his or her supervisor immediately in order to discuss returning to work. Failure to do so could lead to termination of employment. If a teammate is cleared to return to work with restrictions, DaVita will reasonably accommodate those restrictions as long as those restrictions do not alter or modify the essential functions of the teammate's job.

FULL DUTY OR PERMANENT MODIFIED RETURN TO WORK

Applies to Work-Related and Non-Work-Related Injury/Illness

Full Duty is generally defined as a return to full and regular duty with no restrictions.

Modified Duty is generally defined as a work status that includes the teammate having the ability to return to work performing the essential functions of the teammate's job classification, but has medical restrictions prohibiting particular tasks within the job classification.

When a teammate's medical provider releases the teammate to full duty or modified duty, we will return the teammate to his or her former position or, if that position is no longer available, we will attempt to reinstate the teammate to the first position available of like pay and status (or a lesser job if requested by the teammate) for which the teammate is qualified. A refusal of an offer for like pay and status or the teammate's former position may result in termination of his or her employment. Also, failure to return to work after the end of the teammate's approved leave may result in termination of his or her employment.

COMPENSATION

Applies to Work-Related and Non-Work-Related Injury/Illness

Teammates on an approved medical leave may be eligible for compensation under DaVita's disability plans. Eligibility for compensation is determined under the terms and conditions of each disability plan and teammates must apply for benefits.

Applies to Non-Work-Related Injury/Illness

- **Short-Term Disability (Full-Time Teammates):** After satisfying the seven-day waiting period, an eligible teammate may be compensated under the terms and conditions of the STD plan.
- Teammates can choose to use available Paid Time Off (PTO) during the waiting period, which must be entered by the teammate's supervisor. Using PTO during the waiting period is optional.
- **Long-Term Disability:** After satisfying the waiting period, eligible teammates who have elected the coverage may be compensated under the terms and conditions of the Long-Term Disability (LTD) plan.
- Where state law provides disability compensation for time off due to a teammate's own injury or illness, teammates can choose to use available PTO during the state's waiting period.
- Teammates can choose to supplement their compensation with PTO while teammates are being paid STD or LTD, or State Disability.
- Teammates who are not eligible for STD can choose to use PTO while on a DaVita Medical Leave. PTO can be used during the entire leave when not eligible for STD.



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www.davita.com

June 4, 2007

Joseph Hesketh
35630 51st Ave S
Auburn, WA 98001

Dear Joseph:

On behalf of DaVita Inc., I am pleased to confirm your offer of employment at Team Evergreen, DaVita Inc., 1423 Pacific Ave, Tacoma, WA, 98402. We look forward to your first day of work on Monday, June 11th, 2007. You will be working as the Data Center Operator reporting to Tim Ward, Manager, Data Center. The following represents the terms and conditions in this regard:

As we discussed, your base salary for this position has been set at \$19.23 per hour, less standard deductions and authorized withholdings. Your position is non-exempt under the wage and hour laws. You will be paid bi-weekly pursuant to our normal payroll practices. Your status will be that of a regular full-time benefit eligible teammate. Any further salary increases will be based upon DaVita's compensation program and your performance.

You will be eligible to receive health and disability insurance benefits, as well as other related benefits, under the same terms and conditions generally applicable to DaVita teammates at the similar level of compensation and responsibility. You will be eligible to participate in DaVita's health and disability insurance plans on the first of the month after you have completed two (2) months of continuous employment. You will be receiving an enrollment kit outlining your choices. A summary of all of DaVita's benefits will be presented to you at the start of your employment.

It is understood and agreed that your employment will be at-will, and either you or DaVita may terminate the relationship at any time, for any or no reason, with or without notice. The terms of this letter, therefore, do not, and are not intended to, create an express or implied contract of employment. Your at-will employment relationship may only be modified by a written agreement, signed by an officer or director of DaVita.

Distribution:

- ☐ Original-Send to: People Services/Resource Center 1627 Cole Blvd. Lakewood Colorado 80401
- ☐ Facility File
- ☐ Teammate

PS-106
Rev. 05/06

Our Mission: To Be The Provider, Partner And Employer Of Choice

TRC 000458



OUR MISSION: To be the Provider, Partner and Employer of Choice

OUR CORE VALUES

Service Excellence
Integrity
Team
Continuous Improvement
Accountability
Fulfillment

Fun

WHO THIS CODE APPLIES TO

Everyone! The Code of Conduct is a guide for all teammates, our Board of Directors, physician partners and all third parties, as required by contractual obligations, conducting business on behalf of DaVita's global businesses. Each of us must read, understand and follow the Code of Conduct.

Our Responsibilities

Compliance is everyone's responsibility:

- Read, understand and follow the Code and the Compliance Program.
- Seek guidance when in doubt.
- Avoid illegal, unethical or otherwise improper acts.
- Report any suspected violation of DaVita policies and procedures, laws or regulations applicable to DaVita's businesses or this Code.
- Assist authorized teammates with compliance inquiries, audits, investigations and other activities.
- Take responsibility and accountability for your actions.
- Notify the Compliance Department immediately if the United States government sanctions or excludes you from participation in any government funded program, or if you are subjected to similar limitations in one of the other countries in which DaVita does business.

DaVita is committed to full compliance with all United States federal and state health care program requirements and similar laws and requirements in international countries where DaVita conducts business. DaVita will take corrective action, to the extent allowed by law, against any teammate who fails to act in accordance with DaVita policies and procedures, applicable laws, and regulations, or this Code.

How to Use This Code

DaVita's Code of Conduct helps teammates make the right choices.

Each of us is responsible to act in a manner that reflects our Core Values. This Code is meant to help us conduct business in a legal, ethical manner that is consistent with our Core Values and to guide our understanding of DaVita's compliance structure, key policies and procedures and certain applicable laws and regulations. The standards described in this Code apply in all countries where we conduct business.

We are subject to the laws and regulations of the countries in which we work including applicable anti-corruption and anti-bribery laws. In addition, we have issued specific policies and procedures intended to guide our conduct in each of the countries in which we do business. If you are unsure about which policies and procedures or laws and regulations apply to your activities, consult your supervisor, the Compliance Department, or the Legal Department. We hold our teammates, our physician partners and all third parties, as required by contractual obligations, conducting business on behalf of DaVita to the same standards and expect them to comply with DaVita's policies and procedures, all applicable laws and regulations, and this Code.

DaVita's Code of Conduct is organized into nine categories.



Code of Conduct

The time is always right to do the right thing.

—Dr. Martin Luther King, Jr.

Teammate Policies

Effective January 1, 2020





SECTION 4

Pay Practices



**“Hold yourself responsible
for a higher standard than
anybody else expects of you;
never excuse yourself.”**

— Henry Ward Beecher

Section 4

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4.1 Paydays and Paychecks

Teammates are paid every two weeks, or every other Friday, unless otherwise required by state law. Pay periods close at 11:59 p.m. local time on the Saturday prior to the Friday pay date.

For convenience and timeliness, DaVita strongly encourages teammates to have their paycheck directly deposited each payday. Paychecks will not be delivered to anyone other than the teammate without the teammate's prior written consent and without proper identification.

PAYROLL DEDUCTIONS

Deductions will be withheld from the teammate's paycheck as required by law, such as federal and state taxes and a teammate's portion of Social Security contributions. Teammates may also choose to make contributions to DaVita-sponsored programs, such as 401(k), Stock Purchase Plan, DaVita Village Network, and for health and welfare benefits.

Any deductions will be itemized on the teammate's pay statement. Each teammate should review their pay statement in Workday carefully each payday. If, at any time, teammates have any questions about the amounts shown on their pay statement or how pay and deductions are calculated, they should contact their supervisor or the Payroll Service Center.

Federal income tax withholding is based on the election information submitted in the Form W-4 section of Workday. If teammates do not make an election prior to their first paycheck, their withholding will be based on the filing status of single and wage amounts. Each teammate is responsible for the accuracy of their filing

status and for updating the information when necessary.

EXAMPLES

The following are pay period examples, including the impact of holidays:

- **Pay Periods:** For the pay period from Sunday, July 2, through Saturday, July 15, teammates will receive their biweekly paycheck on Friday, July 21.
- **Impact of Holiday to Pay Period:** If December 25 falls on a Friday and is a scheduled payday and company holiday, teammates will receive their paycheck on Thursday, December 24.

If a teammate is mistakenly overpaid, DaVita will deduct the mistaken overpayment from future wages, unless prohibited by state law.

4.2 Time Reporting for Non-Exempt Teammates

Non-exempt teammates are those who are entitled to receive additional compensation for working overtime hours (see the Overtime Pay policy for more information). We require non-exempt teammates to report all time worked by clocking in and out in the timekeeping system. If a teammate does not have access to the timekeeping system, the teammate must promptly report their time stamps to a supervisor by completing the [Time Card Change Request Form](#).

Non-exempt teammates must clock in when they start work and clock out at the end of their workday, and they must clock out for all unpaid time (such as unpaid meal periods). Teammates who leave the premises during their scheduled shift for non-business-

related reasons must first clock out and then clock back in when they return to work. If teammates are traveling to another DaVita facility for work-related reasons, they will be compensated for their travel time.

Teammates should be clocked in whenever they are performing work, even if it is not during their scheduled shift. Any work performed after a scheduled shift, or during subject-to-call duty, must be reported by using in and out time stamps in the timekeeping system. Hours worked must never be recorded as lump-sum hours, and must always be time stamped in and out.

Teammates are responsible for clocking in and out, and for ensuring the accuracy and completeness of their time record. If a teammate discovers a mistake, the error should be reported promptly in writing to his or her supervisor. The supervisor will review, make necessary corrections, and approve the teammate's time record before it is processed by Payroll.

Clocking in or out for another teammate, asking another teammate to clock in or out on your behalf, entering false information into the timekeeping system, or any other falsification of time records violates DaVita policy and is cause for corrective action, up to and including termination of employment.

Teammates are not permitted to edit their own time records. Any edits required to a time record must be promptly reported to a supervisor by completing the [Time Card Change Request Form](#).

Supervisors will instruct teammates, in more detail, on the use of the timekeeping system.

4.3 Overtime Pay

Non-exempt teammates may be required to work overtime, depending on patient or business needs, consistent with state laws (see [Teammate Classifications policy](#)).

Non-exempt teammates will be paid one-and-one-half times their regular rate of pay for hours worked in excess of 40 in any workweek. The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on the following Saturday night. Absences (with or without pay) will not count as hours worked in computing overtime pay.

In certain locations, state or local regulations or other contractual agreements may supersede this policy and require overtime to be paid differently.

All overtime must be authorized in advance by the teammate's supervisor. If teammates work unauthorized overtime, they will be subject to disciplinary action, up to and including termination of employment.

4.4 Holiday Premium Pay

DaVita provides holiday premium pay for [non-exempt teammates](#) who work on the following holidays (substitution of holidays is not allowed):

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day



Note: In section 6.1, Paid Time Off, the day after Thanksgiving is listed as one of DaVita's seven designated holidays for PTO purposes. However, although this day is PTO eligible, it is not eligible for premium pay.

Holiday premium pay will be a minimum of one-and-one-half times the teammate's hourly rate of pay for eligible hours worked. Any hours worked will count for the purposes of calculating daily or weekly overtime, and will be paid in compliance with state and federal laws.

If a teammate works less than their scheduled hours on a holiday, they must use PTO for the remainder of their scheduled shift.

4.5 Hours of Work (Teammates Outside California)

NOTE: California teammates, please reference the [California section](#) for further guidance.

DaVita facilities vary in their hours of operation. As a result, teammates may be required to work holidays, weekends, evenings or night shifts. Additionally, factors such as workload and patient needs may require variations in work schedules, job assignments and the number of hours worked. Supervisors may modify individual work schedules to meet patient care needs, business needs, teammates' workloads and other operational requirements. A teammate's scheduling preferences will be considered, when possible, and are subject to facility or business needs. Teammates may not exchange shifts or work hours without prior supervisory approval. Supervisors will notify teammates as far in advance as possible of changes in their assigned hours and days of work.

At DaVita, a workday and workweek are typically defined as follows:

- **Workday:** The workday begins at 12:00 a.m. and ends at 11:59 p.m. the same day.
- **Workweek:** The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on the following Saturday night.

Teammates must receive permission from their supervisor if they need to leave DaVita premises or other assigned work locations during working hours (other than for meal periods). Non-exempt teammates must clock out if the reason for leaving is not job-related. Teammates must remain on the clock for rest breaks. Teammates may be asked to remain on the premises during meal and other break times. If a teammate is required to work during a meal period, he or she will be paid during this time.

NO OFF-THE-CLOCK WORK

Non-exempt teammates are prohibited from engaging in work duties or otherwise conducting DaVita's business outside of their normal work hours, including making or receiving cell phone calls or sending, replying to, or reviewing emails, unless authorized by their supervisor. If it is necessary and approved by a supervisor for a teammate to work during normal off-duty hours, the teammate must ensure that he or she accurately records all time spent on work-related activities, including off-duty cell phone and email use.

Non-exempt teammates who conduct DaVita business outside their normal work hours without their supervisor's prior approval will be paid for all time worked. However, they may

be subject to discipline, up to and including termination of employment.

OVERTIME

Non-exempt teammates (see the [Teammate Classifications policy](#)) are paid overtime at one-and-one-half times their regular rate of pay for hours worked in excess of 40 in any workweek. Where state or local wage and hour laws differ from these policies, DaVita complies with state law to the extent those laws are more beneficial to our teammates.

BUSINESS TRAVEL

Teammates may be required to travel as part of their job. Time spent traveling may be considered work time (which is paid time), depending on the situation and location, and as defined by federal and state law. For specific information, teammates may refer to the following examples.

TYPES OF BUSINESS TRAVEL

Depending on the type of travel, travel time can be compensable or non-compensable for non-exempt teammates.

- Travel Within A Day's Work:** Time spent by a teammate traveling within a day's work as part of the teammate's job, such as travel from one clinic to another clinic during the workday, is paid time. Travel pay is due if a teammate is floating from facility to facility during the workday. If a teammate has to travel an unusually long distance to get to a worksite after returning home from a day's work, that travel time is counted as hours worked. In addition, all time spent by a teammate in travel away from home with a return to home in the same day is paid time less normal commuting time.
- Travel Away From Home:** Time spent traveling away from home, including an overnight stay, is time worked when the travel occurs during the teammate's regular work hours (even if it is on a day the teammate was not scheduled to work). Such time is considered hours worked





not only on regular working days during normal working time, but also during the corresponding hours of otherwise nonworking days. Time spent taking a break from travel in order to eat a meal, sleep or engage in purely personal pursuits when not connected with traveling or making necessary travel connections is not time worked. Examples of non-work time would include free time after checking into a hotel or spending an extra day in a city before the start or following the conclusion of a conference for personal reasons.

- **Work During Travel:** If a teammate performs work while traveling (e.g., handling email correspondence on an airplane), the time worked is compensable even when performed outside the workday.
- **Customary Travel:** Time spent in “ordinary” home-to-work travel, where teammates commute from home to work before their regular workday and return to home from work at the end of the workday, does not count as work time and is not compensable. However, if a teammate accepts or is assigned a shift at a facility other than their home facility, travel time is paid over and above the teammate’s usual commute.

4.6 Rest Breaks and Meal Periods (Non-Exempt Teammates Outside California)

NOTE: California teammates, please reference the [California section](#) for further guidance.

Rest breaks and meal periods are intended to provide non-exempt teammates with an opportunity for rest and relaxation. Non-exempt teammates should not perform work during rest breaks or meal periods, and they

should enjoy these rest breaks and meal periods away from work areas. When rest breaks or meal periods are over, teammates should resume their duties promptly.

REST BREAKS

Except as otherwise provided by law, non-exempt teammates are provided with a paid, off-duty 10-minute rest break for every four hours worked or major fraction thereof. Some facilities may have scheduled rest breaks or may authorize more than 10 minutes for rest breaks. Teammates must not clock out or in for rest breaks, and should take the rest break in the middle of each four-hour work period when possible. Teammates may not combine a rest break with another rest break or with a meal period, and may not take a rest break at the beginning or end of a shift. If teammates are unable to take a rest break due to work, they should notify their supervisor.

Teammates should remain on or around the work premises during rest breaks. Teammates who take rest breaks beyond what is permitted by the schedule or authorized by their manager may be subject to disciplinary action.

Hours of Work	# of Rest Breaks
Less than 3 hours	0
3 hours – 4 hours	1
Over 4 hours – 8 hours	2
Over 8 hours – 12 hours	3
Over 12 hours – 16 hours	4

MEAL PERIODS

Supervisors will make every effort to ensure that non-exempt teammates are provided with regular meal periods during which teammates are relieved of all work, except as otherwise provided by law. If these teammates work

six or more hours during a shift, they will be provided with one 30-minute off-duty unpaid meal period before the end of the fifth hour of work. Non-exempt teammates are required to punch out on the time clock when they leave for meal periods and punch back in when they return. However, if it is necessary for a non-exempt teammate to work during a meal period, or if he or she is not relieved of all work during a meal period, then the meal period is considered time worked, and the teammate must remain punched into the time clock and will be compensated accordingly.

Hours of Work	# of 30-Minute Unpaid Meal Periods
Less than 5	0
5 - less than 10	1
10 - less than 15	2
15 - less than 20	3

Certain teammates may be expected to remain on the premises as needed for patient safety, or for regulatory or other business reasons. If teammates are required to remain on the premises, they will be compensated for their time.

4.7 Expense and Reimbursement

It is DaVita's policy to reimburse teammates for all reasonable and necessary expenses incurred in performing their jobs, in accordance with federal and state law. DaVita has separate policies on Travel and Entertainment expenses, as well as Mobile Devices. Both of these policies can be found [here](#). Please refer to these policies for more specific guidelines on expense reimbursement.

Teammates should contact their supervisor or [Teammate Support & Connections](#) if

they have any questions or concerns about expense reimbursement.

4.8 Facility Closures

EMERGENCY

We know that there may be situations (for example, an emergency or inclement weather) that require the closing of a facility. In the event that a facility closes, the following pay options will apply:

- If a facility does not open, exempt teammates scheduled to work for that day are required to perform work from another location, including their homes if possible. If an exempt teammate does not work during a facility closure day, they will be required to take a full day of PTO.
- If a facility does not open, scheduled non-exempt teammates will be paid at their base hourly rate for their scheduled hours for the day unless they work additional hours during the workweek based on business need. If additional hours are worked in the workweek, then the teammate may become eligible for overtime compensation, as required by federal or state law. Facility closure pay is intended to keep teammates whole during their workweek.
- If a facility closes early, teammates will be notified promptly of the approved closing time. Non-exempt teammates who leave at that approved closing time will be paid their base hourly rate of pay for their regularly scheduled hours, unless federal or state law provides otherwise. Any non-exempt teammate who leaves work before the approved time will be paid only for the time actually worked, in which case, it is the



teammate's option to use PTO or to receive no pay for the hours not worked.

- Because we care about our teammates' safety, we recommend that a teammate work with his or her supervisor to determine if it makes the most sense for a teammate to leave before the approved closing time. The teammate's supervisor has the sole discretion to decide whether to pay a teammate who leaves earlier than the approved closing time for his or her regularly scheduled hours.
- If DaVita anticipates a facility closure, it may adjust teammates' schedules in advance to ensure business needs are met. Managers have discretion to provide additional compensation to non-exempt teammates who work during a facility closure.

EARLY CLOSURE DUE TO HOLIDAY

In our Neighborhoods, there are also times that we may close our offices early on the workday preceding a recognized holiday. In this case—subject to approval by the manager—non-exempt teammates may work their scheduled time, adjust their schedule during that workweek, use PTO or take time off without pay, unless federal or state law provides otherwise.

This Facility Closures Policy does not apply when the Disaster Relief Policy is in effect.

4.9 Breaks for Nursing Mothers

Teammates who are nursing mothers may take reasonable breaks to express milk for a nursing child up to one year after the child's birth. In Colorado, the teammate may take such breaks up to two years after the child's birth; in Maine

and Vermont, up to three years after the child's birth; and in California, there is no time limit. Such breaks may occur each time the teammate must express milk.

The teammate shall be provided with a private functional space to express milk. Please note that a bathroom is not an appropriate location. A functional space is usually large enough for a chair and a flat surface for the mother's breast pump. Flexible and temporary options, such as allowing the teammate to use an office or screening off a small area, often work well. DaVita may partner with another business to share lactation space for nursing mothers. Some states or cities may have more specific laws on location.

In addition to the breaks afforded to all teammates under the Rest Break policy, nursing mothers will be allowed to take an additional 20 minutes of paid break time (per shift) to express milk. If additional break time is needed, teammates must clock out unless state law requires otherwise. In addition, the teammate must comply with all work rules before taking a break and DaVita may deny the break if the request is unreasonable.

DaVita will not discriminate against any nursing mother taking reasonable breaks to express milk for her child and will comply with all applicable federal, state and local laws regarding nursing mothers.

4.10 Subject-to-Call

DaVita clinical non-exempt teammates may be scheduled as "subject-to-call." In this status, a teammate is available by phone to provide assistance or report to work if the need arises; however, the teammate's time is not

compensable as he or she is generally free to pursue personal activities.

record such time via time stamps in the timekeeping system.

REQUIREMENTS OF ASSIGNMENT

- Teammates will be physically and mentally fit for duty in accordance with their respective professional licenses.
- Teammates designated as subject-to-call have the ability to trade assignments, with the approval of their supervisor.
- Teammates shall refrain from drinking alcohol or the use of drugs that are illegal under federal law.
- Teammates shall be reachable, but they have no geographic restriction on location during the subject-to-call period.
- Teammates need to be able to respond to the incoming call within 15 minutes of receiving the call; however, this is not the time frame in which the teammate needs to report to their assignment.
- Teammates must provide contact information where they are reachable, but this can be a cell phone or another mobile device.

COMPENSATION

- Although not legally obligated to do so, DaVita may choose to provide these subject-to-call teammates with a lump-sum payment for taking on this responsibility. When a lump-sum payment is provided, it will be a flat-rate payment—not an hourly rate—and may differ depending on the day of the week and market/location.
- Any work and/or phone call in which the teammate participates while in a subject-to-call status is compensable in accordance with state law, and the teammate shall

4.11 Pay Transparency

DaVita will not discharge or in any other manner discriminate against teammates or applicants because they have inquired about, discussed or disclosed their own pay or the pay of another teammate or applicant. However, teammates who have access to the compensation information of other teammates or applicants as a part of their essential job functions cannot disclose the pay of other teammates or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (1) in response to a formal complaint or charge, (2) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by DaVita, or (3) consistent with DaVita's legal duty to furnish information.

4.12 Disaster Relief Policy

The Disaster Relief Policy provides for pay continuance during an emergency time frame when a declared emergency or natural disaster prevents teammates from performing their regular duties. A declared emergency or natural disaster shall be proclaimed by either the President of the United States, a state Governor or other elected official, or if local leadership (DVP/Palmer) deems it appropriate. In the event of a state or federally declared natural disaster, this policy provides information relative to pay practices, work schedules, and facility or business office coverage. This policy supersedes and replaces any past practice or policy relating to pay practices, work schedules, and facility coverage.



SECTION 4: Pay Practices

in the event of a declared emergency or natural disaster.

The language used in this policy is not intended to constitute a contract of employment, either express or implied, to give teammates any additional rights to continued employment, pay or benefits, or to otherwise change DaVita's policy of at-will employment.

EMERGENCY TIME FRAME

The emergency time frame (and affected facility or business office) will be identified on a case-by-case basis by local leadership (DVP, GVP and PSD) and the Disaster Governance Council, dependent on the severity of the disaster and location.

PAY PRACTICE FOR NON-EXEMPT TEAMMATES

If a facility or business office is closed due to a declared emergency or natural disaster as defined above, non-exempt teammates will be paid for their regularly scheduled hours at their base rate of pay during the designated emergency time frame.

If a facility or business office opens late or closes early due to a declared emergency or natural disaster as defined above, teammates will be notified promptly of the approved opening or closing time. Non-exempt teammates who arrive or leave at that approved opening or closing time will be paid their hourly rate of pay for their regularly scheduled hours, unless state law provides otherwise. Any non-exempt teammate who arrives at work after the approved opening time or leaves work before the approved closing time will be paid only for the time actually worked, in which case, the teammate

should utilize PTO in accordance with the regular PTO Policy.

If a designated facility or business office is open during the emergency time frame, teammates who report to their location and work their scheduled hours will be paid premium pay for all hours worked. Unless state law requires otherwise, premium pay will be one-and-one-half (1.5) times the teammate's base rate of pay.

Non-exempt traveling teammates, as part of the Disaster Volunteer Group, who provide shift coverage at sites assigned by local Leadership will be paid a 50 percent premium for all compensable straight time hours, including travel time.

If a designated facility or business office is open during the emergency time frame and teammates are unable to work, teammates should utilize PTO in accordance with the PTO policy.

Non-exempt teammates who are unable to report to their facility or business office should not perform any work remotely unless approved by a supervisor. If any work is done remotely, teammates must report time worked via time stamps in the timekeeping system and will be paid accordingly.





SECTION 6: **Absence from Work**

his or her supervisor immediately in order to discuss returning to work. Failure to do so could lead to termination of employment. If a teammate is cleared to return to work with restrictions, DaVita will reasonably accommodate those restrictions as long as those restrictions do not alter or modify the essential functions of the teammate's job.

FULL DUTY OR PERMANENT MODIFIED RETURN TO WORK

Applies to Work-Related and Non-Work-Related Injury/Illness

Full Duty is generally defined as a return to full and regular duty with no restrictions.

Modified Duty is generally defined as a work status that includes the teammate having the ability to return to work performing the essential functions of the teammate's job classification, but has medical restrictions prohibiting particular tasks within the job classification.

When a teammate's medical provider releases the teammate to full duty or modified duty, we will return the teammate to his or her former position or, if that position is no longer available, we will attempt to reinstate the teammate to the first position available of like pay and status (or a lesser job if requested by the teammate) for which the teammate is qualified. A refusal of an offer for like pay and status or the teammate's former position may result in termination of his or her employment. Also, failure to return to work after the end of the teammate's approved leave may result in termination of his or her employment.

COMPENSATION

Applies to Work-Related and Non-Work-Related Injury/Illness

Teammates on an approved medical leave may be eligible for compensation under DaVita's disability plans. Eligibility for compensation is determined under the terms and conditions of each disability plan and teammates must apply for benefits.

Applies to Non-Work-Related Injury/Illness

- **Short-Term Disability (Full-Time Teammates):** After satisfying the seven-day waiting period, an eligible teammate may be compensated under the terms and conditions of the STD plan.
- Teammates can choose to use available Paid Time Off (PTO) during the waiting period, which must be entered by the teammate's supervisor. Using PTO during the waiting period is optional.
- **Long-Term Disability:** After satisfying the waiting period, eligible teammates who have elected the coverage may be compensated under the terms and conditions of the Long-Term Disability (LTD) plan.
- Where state law provides disability compensation for time off due to a teammate's own injury or illness, teammates can choose to use available PTO during the state's waiting period.
- Teammates can choose to supplement their compensation with PTO while teammates are being paid STD or LTD, or State Disability.
- Teammates who are not eligible for STD can choose to use PTO while on a DaVita Medical Leave. PTO can be used during the entire leave when not eligible for STD.



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June 4, 2007

Joseph Hesketh
35630 51st Ave S
Auburn, WA 98001

Dear Joseph:

On behalf of DaVita Inc., I am pleased to confirm your offer of employment at Team Evergreen, DaVita Inc., 1423 Pacific Ave, Tacoma, WA, 98402. We look forward to your first day of work on Monday, June 11th, 2007. You will be working as the Data Center Operator reporting to Tim Ward, Manager, Data Center. The following represents the terms and conditions in this regard:

As we discussed, your base salary for this position has been set at \$19.23 per hour, less standard deductions and authorized withholdings. Your position is non-exempt under the wage and hour laws. You will be paid bi-weekly pursuant to our normal payroll practices. Your status will be that of a regular full-time benefit eligible teammate. Any further salary increases will be based upon DaVita's compensation program and your performance.

You will be eligible to receive health and disability insurance benefits, as well as other related benefits, under the same terms and conditions generally applicable to DaVita teammates at the similar level of compensation and responsibility. You will be eligible to participate in DaVita's health and disability insurance plans on the first of the month after you have completed two (2) months of continuous employment. You will be receiving an enrollment kit outlining your choices. A summary of all of DaVita's benefits will be presented to you at the start of your employment.

It is understood and agreed that your employment will be at-will, and either you or DaVita may terminate the relationship at any time, for any or no reason, with or without notice. The terms of this letter, therefore, do not, and are not intended to, create an express or implied contract of employment. Your at-will employment relationship may only be modified by a written agreement, signed by an officer or director of DaVita.

Distribution:

- ☐ Original-Send to: People Services/Resource Center 1627 Cole Blvd. Lakewood Colorado 80401
- ☐ Facility File
- ☐ Teammate

PS-106
Rev. 05/06

Our Mission: To Be The Provider, Partner And Employer Of Choice

TRC 000458



OUR MISSION: To be the Provider, Partner and Employer of Choice

OUR CORE VALUES

Service Excellence
Integrity
Team
Continuous Improvement
Accountability
Fulfillment

Fun

WHO THIS CODE APPLIES TO

Everyone! The Code of Conduct is a guide for all teammates, our Board of Directors, physician partners and all third parties, as required by contractual obligations, conducting business on behalf of DaVita's global businesses. Each of us must read, understand and follow the Code of Conduct.

Our Responsibilities

Compliance is everyone's responsibility:

- Read, understand and follow the Code and the Compliance Program.
- Seek guidance when in doubt.
- Avoid illegal, unethical or otherwise improper acts.
- Report any suspected violation of DaVita policies and procedures, laws or regulations applicable to DaVita's businesses or this Code.
- Assist authorized teammates with compliance inquiries, audits, investigations and other activities.
- Take responsibility and accountability for your actions.
- Notify the Compliance Department immediately if the United States government sanctions or excludes you from participation in any government funded program, or if you are subjected to similar limitations in one of the other countries in which DaVita does business.

DaVita is committed to full compliance with all United States federal and state health care program requirements and similar laws and requirements in international countries where DaVita conducts business. DaVita will take corrective action, to the extent allowed by law, against any teammate who fails to act in accordance with DaVita policies and procedures, applicable laws, and regulations, or this Code.

How to Use This Code

DaVita's Code of Conduct helps teammates make the right choices.

Each of us is responsible to act in a manner that reflects our Core Values. This Code is meant to help us conduct business in a legal, ethical manner that is consistent with our Core Values and to guide our understanding of DaVita's compliance structure, key policies and procedures and certain applicable laws and regulations. The standards described in this Code apply in all countries where we conduct business.

We are subject to the laws and regulations of the countries in which we work including applicable anti-corruption and anti-bribery laws. In addition, we have issued specific policies and procedures intended to guide our conduct in each of the countries in which we do business. If you are unsure about which policies and procedures or laws and regulations apply to your activities, consult your supervisor, the Compliance Department, or the Legal Department. We hold our teammates, our physician partners and all third parties, as required by contractual obligations, conducting business on behalf of DaVita to the same standards and expect them to comply with DaVita's policies and procedures, all applicable laws and regulations, and this Code.

DaVita's Code of Conduct is organized into nine categories.



Code of Conduct

The time is always right to do the right thing.

—Dr. Martin Luther King, Jr.